

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

ICG TELECOM GROUP, INC.

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This Interconnection Agreement (the "Agreement"), is made effective as of January 28, 1997, by and between GTE South Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Dr. Irving TX, 75038 ("GTE"), and ICG Telecom Group, Inc., ("ICG") with its address for this Agreement at 9605 East Maroon Circle, Englewood, Colorado 80112. GTE and ICG being referred to collectively as "the Parties" and individually as a "Party"). This Agreement covers services in the Commonwealth of Kentucky ("State").

Whereas, GTE is an incumbent local exchange telecommunications company ("ILEC"), authorized to provide telecommunications in the Commonwealth of "Kentucky"; and

Whereas, ICG is a certified competitive local exchange telecommunications company which is authorized to provide local telecommunication services in the Commonwealth of "Kentucky"; and

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, the Parties agree that this Interim Interconnect Agreement is the first step in an effort to comply with the requirements of Section 251 of the Telecommunications Act of 1996;

WHEREAS, this is an interim Agreement, the Parties will continue to negotiate pursuant to the Telecommunications Act of 1996, any applicable state laws, and, as effective, the applicable FCC and state regulations until they have reached an agreement addressing all elements of said Act, laws, and regulations;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and ICG hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective networks.

This Agreement will be submitted to the Kentucky Public Service Commission (the “Commission”), and the Parties will specifically request that the Commission refrain from taking any action to modify, suspend or otherwise delay implementation of this Agreement. For the term of this Agreement, the Parties shall not advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement between the Parties be modified, suspended or eliminated. Notwithstanding this mutual commitment, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement. The Parties have agreed to the provisions of this agreement in the interests of addressing expedient business interests, and the terms and conditions herein are without prejudice to any position either party may take in the future and are not to be considered as precedent for any future agreement.

ARTICLE II DEFINITIONS

1. General Definitions

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. In the event of a conflict or discrepancy between the provisions of this Agreement or the definitions contained herein and the Act, or the regulations of the FCC or the regulations of a Commission within its state of jurisdiction, the provisions and definitions of the Act or such regulations shall govern.

- 1.1 “Act” means the Communications Act of 1934 (47 U.S.C. §§ 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the regulations, as effective, of the FCC or a Commission within its state of jurisdiction.
- 1.2 An “Affiliate” is as defined in the Act.
- 1.3 “Bellcore” means an organization owned jointly by the Bell regional holding companies or any entity that assumes the functions performed by Bellcore. Bellcore provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.4 “Bill-and-Keep Arrangement” means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement.
- 1.5 “Business Day” shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.6 “Centralized Message Distribution System” (“CMDS”) is the transport system that is used to exchange outcollect and Carrier Access Billing System (“CABS”) access messages among each other and other parties connected to CMDS.
- 1.7 “Centum Call Seconds” is a unit of telephone traffic numerically equal to 100 call seconds.
- 1.8 “Charge Number” is a (“CCIS”) signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.9 “CLLI codes” means Common Language Location Identifier Codes.
- 1.10 “Commission” means the applicable state regulatory body.

- 1.11 "Common Channel Interoffice Signaling" or "CCIS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCIS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCIS network using SS7 signaling protocol.
- 1.12 A "Controlled Entity" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.13 "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
- 1.14 "Cross Connection" means an intra-wire center channel connecting the parties' separate pieces of telecommunications equipment.
- 1.15 "DS1" is a digital signal rate of 1.544 Mbps.
- 1.16 "DS3" is a digital signal rate of 44.736 Mbps.
- 1.17 "Economic Centum Call Seconds" (ECCS) is the designed or engineered CCS load carried by the last and least efficient trunk in a high usage trunk group and at which point traffic overflows to the alternate route.
- 1.18 "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.
- 1.19 "EAS" (Extended Area Service) means the mandatory extension of the toll free local serving area to include nearby exchange areas at the same basic service rates. EAS may include routes between exchanges of more than one LEC (Also, see "Optional EAS").
- 1.20 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- 1.21 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.

- 1.22 “FCC” means the Federal Communications Commission.
- 1.23 “Foreign Exchange (FX)” is a service by which a telephone or PBX in one exchange, instead of being connected directly to a central office (CO) in that exchange is connected to a CO in another exchange via a private line.
- 1.24 “Expanded Interconnection Service” or “EIS” is the collocation arrangement which GTE provides in its designated GTE wire centers, and shall have the same meaning as set forth in GTE’s GTOC Tariff FCC No. 1, Expanded Interconnection Services.
- 1.25 “Interconnection” is as described in the Act and refers to the connection of separate pieces or equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephonic Exchange Service traffic and Exchange Access traffic.
- 1.26 “IXC” or “Interexchange Carrier” means a telecommunications service provider authorized to provide interstate long distance communications services and authorized to provide intrastate long distance communications services.
- 1.27 “ISUP” means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.28 “Local Exchange Carrier” or “LEC” means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.29 “Local Exchange Routing Guide” or “LERG” means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.30 “Local Traffic”, for purposes of intercompany compensation, means traffic that originates and terminates between or among end users within a GTE local calling area as defined by the Commission, including mandatory local calling scope arrangements but excluding Optional EAS areas.
- 1.31 “Meet-Point Billing” or “MPB” refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.32 “MECAB” refers to the *Multiple Exchange Carrier Access Billing* (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by

Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

- 1.33 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.34 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.35 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.36 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.37 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.38 "OPTIONAL EAS" is an option offered to telephone subscribers either to pay for calls to specific (nearby) end offices based on toll tariff rates, or to pay a higher local service rate and be able to call the end offices on a toll-free basis.
- 1.39 "Point of Interconnection" or "POI". denotes the physical equipment interface that establishes the technical interface, the test point and the point of operational responsibility hand-off between ICG and GTE for the local interconnection of their networks. The splice point at a Mid-Span Fiber Meet is not a POI.

- 1.40 “Provider” means GTE and “Customer” means ICG with respect to those services performed by GTE pursuant to Article IV and V. ICG shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by ICG.
- 1.41 “PSAP” means Public Safety Answering Points.
- 1.42 “Rate Center” means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.43 “Routing Point” denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Balcer Practice BR795-100-100, the Routing Point may be an end office location, or a “LEC Consortium Point of Interconnection.” The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.44 “Signaling System 7” or “SS7” means the signaling protocol, Version 7, of the CCIS network, based upon American National Standards Institute (“ANSI”) standards.
- 1.45 “Signal Transfer Point” or “STP” means a packet switch in the CCIS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. STPs are provided in pairs for redundancy.
- 1.46 “Synchronous Optical Network” or “SONET” means synchronous electrical (“STS”) or optical channel (“OC”) connections.
- 1.47 “Switched Access Service” means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 700, 800, 888, and 900 access services.
- 1.48 “Wire Center” means a building or space within a building that serves as an aggregation point on a LEC’s network, where transmission facilities and circuits are connected or switched.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be one year from the date the first access service request (ASR) from ICG or from another facility provider ordering on behalf of ICG, but no sooner than five Business Days after the Parties receive written notice of approval by the Commission and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties (The interconnection arrangements in this Agreement shall remain in place until the Parties are able to reach and implement a new interconnection agreement); (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all local exchange carriers.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation by any Party of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or

portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof or if such Party ceases to operate within a specific operating area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas. The provisions of this paragraph shall not become effective until one year after the execution of this agreement.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Controlled Entity of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Billing and Payment.
 - 6.1 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within 180 calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.
 - 6.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious

rate of interest under applicable law. Late payment charges shall be included on the next statement.

- 6.3 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
8. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
9. Confidential Information.
 - 9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such with an opportunity for the receiving party to decline the receipt of such information and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
 - 9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
 - (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;.

- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Exceptions. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- (i) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- (ii) is or becomes publicly known through no wrongful act of the receiving Party; or
- (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- (vi) is approved for release by written authorization of the disclosing Party; or
- (vii) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

9.4 If a Receiving Party desires to disclose or provide to the Commission or the FCC or any governmental agency with authority over this Agreement any Proprietary Information of the Disclosing Party, such Receiving Party shall, as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form

of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

- 9.5 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive for a period of three (3) years from the date of the initial disclosure of the Confidential Information notwithstanding any termination of this Agreement..
10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information.

Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due charges associated with the account, for which payment arrangements have not been made with one Party, the end user's previous telephone number will not be made available to the other Party if the end user has an outstanding balance of 60 days or more.. Once this outstanding balance is paid the end user's previous telephone number will be made available to the other Party.

12. Dispute Resolution
- 12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute

resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 12.3 Arbitration. If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section, except that the scope of discovery can be enlarged by the arbitrator upon a showing of good cause by either or both Parties. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within thirty (30) days of the demand for arbitration. The arbitration shall be held in Lexington, Kentucky. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings that include findings of fact and conclusions of law and renders a decision based upon such findings and conclusions. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 12.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable direct cost of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein, except as otherwise provided in Section 12 and except as may otherwise be provided by applicable law.
17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

18. Independent Contractor Relationship. The persons provided by each Party shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
19. Liability and Indemnity.
- 19.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and agents from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.
- 19.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its Affiliates, and agents (and any other entity to whom GTE is under a contractual obligation of indemnification) (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from services, unbundled network elements or facilities except where caused by the indemnified Party's gross negligence or willful misconduct. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users except where caused by the indemnified Party's gross negligence or willful misconduct.

- 19.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 Limitation of Liability. Provider's liability, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services or Facilities for the time period during which the Services or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 19.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
20. Multiple Counterparts. This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
21. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.

22. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE SOUTH INCORPORATED:

Attention: Mr. Gary R. Osborne
State Director - External Affairs
GTE Telephone Operations -- AL/KY
3725 Nicholasville Rd., KY10072
P.O. Box 1650
Lexington, KY 40503

Facsimile number: 606 - 254 - 1721

If to ICG:

Attention: General Counsel
ICG Telecom Group, Inc.
9605 East Maroon Circle
Englewood, Colorado 80112

Facsimile number: 303 - 799 - 6985

23. Protection.

23.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

23.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

24. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Parties. This paragraph shall apply only to services provided by GTE to ICG, and shall not apply to services offered by ICG to its end user customers.
25. Regulatory Agency Control. The parties agree to promptly take all appropriate steps to submit this agreement to any regulatory agency to which the agreement must be submitted for approval or to become effective. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.. The Parties will begin to effectuate all the terms of this Agreement with the first access service request (ASR) from ICG or from another alternate facility provider ordering on behalf of ICG, but will not begin to flow traffic until five Business Days after this Agreement is effective in accordance with the rules of the Commission.. GTE and ICG will begin to exchange traffic at the request of ICG but not sooner than permitted by the Commission.
26. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
27. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
28. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
29. Subcontractors. Provider may enter into subcontracts with third parties or Affiliates for the performance of any of Provider's duties or obligations under this Agreement.

30. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
31. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
32. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV
INTERCONNECTION FOR TRANSPORT AND TERMINATION OF TRAFFIC

1. TECHNICAL PROVISIONS

- 1.1 This Agreement covers the initial tandem-level interconnection between the Parties. The Parties also agree to negotiate in good faith subject to the Telecommunications Act on the provision of unbundled loops.
- 1.2 Connection At All GTE Tandems Within Each LATA:
- 1.2.1 ICG will connect with each and every GTE access tandem in the LATAs in which it originates traffic and interconnects with GTE.
- 1.2.2 ICG will establish Local Interconnection Trunk groups to each and every GTE tandem for which ICG has local exchange customers within the Local Calling Area of the GTE customers served by that tandem. For all other GTE tandems within any LATA in which ICG originates traffic, ICG will establish feature group trunks to each such tandem.
- 1.3 ICG and GTE agree to interconnect their networks through facilities between the ICG switches and the corresponding GTE access tandems set forth in Appendix A. Logical trunk groups will be established referencing the appropriate ICG Routing Point and GTE access tandem. Nothing in this section restricts either Party from ordering and establishing further access tandem trunk groups in addition to the initial combinations described on Appendix A.
- 1.4 Single POI Model: For each GTE access tandem where ICG and GTE interconnect for the exchange of local and intraLATA toll and meet point Switched Access traffic, ICG and GTE agree that there will be a single POI located at the designated DSX within the GTE Wire Center.
- 1.5 Sizing and Structure of Interconnection Facilities: The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section XII below. The interconnection facilities provided by each Party at the tandem level shall be superframe with Alternate Mark Inversion Line Code and superframe Format Framing (:AMI”) at either DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings.
- 1.6 Two-Way Trunks: Interconnection will be provided via two-way trunks. Separate two-way trunks will be established to exchange 1) local and intraLATA toll and 2) meet point Switched Access traffic.

- 1.7 Signaling Protocol: The Parties will interconnect their networks at the tandem level using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features.
- 1.8 Interconnection Facilities: Unless expressly agreed to otherwise, the Parties will use fiber transmission facilities to physically interconnect their networks.
2. MEET-POINT TRUNKING ARRANGEMENTS
 - 2.1 Two-way trunks may be established to enable ICG and GTE to jointly provide FGB and FGD Switched Access Services via a GTE access tandem switch.
 - 2.2 ICG may use meet point trunks to send and receive FGB and FGD calls from Switched Access customers connected to GTE's access tandem.
 - 2.3 ICG will interconnect two-way trunk groups at each and every GTE access tandem under which ICG's NXXs home using DS-1 and DS-3 trunking separate from the trunking used for Local Interconnection Trunk Groups.
 - 2.4 In the case of Switched Access Services provided through GTE's access tandem, GTE will not offer blocking capability for interexchange carrier traffic delivered to GTE's tandem for completion on ICG's network. GTE and ICG understand and agree that meet point trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandems that ICG subtends in each LATA. In no event will GTE be required to route such traffic through more than one tandem for connection to/from Switched Access customers. GTE shall have no responsibility to ensure that any Switched Access customer will accept traffic ICG directs to the Switched Access customer. However, GTE will provide reasonable assistance to ICG to establish contact with providers of toll service switched through GTE's access tandems.
 - 2.5 Common channel interoffice signaling shall be utilized in conjunction with meet-point trunks.
 - 2.6 The Parties will provide CCIS to one another in conjunction with all two-way trunk groups subject to the rates, terms and conditions specified in the Parties' respective access tariffs (if applicable). ICG may establish CCIS interconnections either directly or through a third-party, provided such third-party is interconnected with GTE. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCIS-based features between their respective networks including all CLASS features and functions, to the extent each carrier

offers such features and functions to its own end users.¹ The Parties will provide all CCIS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, GTE will pass Calling Party Number (CPN) if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCIS platform) and Carrier Identification Code/OZZ (CIC/OZZ) information (non-CCIS environment) will be provided by the Parties wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

- 2.7 All originating Toll Free Service calls for which GTE performs the Service Switching Point ("SSP") function (e.g. performs the database query) shall be delivered by ICG using GR-394 format over the meet-point trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
- 2.8 All originating Toll Free Service calls for which ICG performs the SSP function, if delivered to GTE, shall be delivered by ICG using GR-394 format over the meet-point trunk group for calls destined to IXCs, or shall be delivered by ICG using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend GTE access tandems.
- 2.9 Originating FGB calls delivered to GTE's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving GTE access tandem.
- 2.10 ICG and GTE shall use their best efforts to negotiate the terms and conditions for meet-point billing, including, but not limited to, the meet-point billing options, bill period, and exchange of usage and billing data, and to sign such an agreement within a reasonable time from the effective date of this agreement. For any meet-point billing traffic exchanged by the Parties prior to execution and approval of the meet-point billing agreement ("prior traffic"), the Parties agree that the terms of the meet-point billing agreement shall apply to such prior traffic. The Parties will compensate each other for such prior traffic in accordance with the terms of the meet-point billing agreement.
- 2.11 The Parties will use best efforts to install meet-point local interconnection trunks. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of GTE's Access Service Request ("ASR") process as described in GTE's applicable tariffs. Intervals for the installation of local interconnections

¹ *This Agreement does not relate to the purchase and sale of any end user features or functions.*

trunks shall be no greater than the installation intervals provided by GTE for feature group access trunks.

- 2.12 Billing to interexchange carriers (including any future interexchange entities operated by GTE or its affiliates) for the Switched Access Services jointly provided by GTE and ICG via the meet-point billing arrangement shall be according to the multiple bill/multiple-tariff method. However, upon mutual agreement, the Parties may enter into a single bill arrangement. Switched Access charges to third parties shall be calculated utilizing the rates specified in GTE and ICG respective federal and state access tariffs, in conjunction with the appropriate meet-point bill percentages specified for each meet-point arrangement either in those tariffs, in the National Exchange Carrier Association (NECA) No.4 tariff or any functional successor to the NECA No. 4 tariff.
- 2.13 MPB will apply to all traffic bearing the 800, 888 or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is other than GTE, full switched access rates will be charged to the responsible LEC or CLC.

3. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

3.1 Description

The Parties shall reciprocally terminate local exchange traffic and intraLATA toll calls between each other's networks, as follows:

- 3.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of local exchange traffic and intraLATA toll traffic ("Local Interconnection Trunks/Trunk Groups")
- 3.1.2 The Parties will provide CCIS to one another in conjunction with all two-way trunk groups subject to the rates, terms and conditions specified in the parties' respective access tariffs (if applicable). ICG may establish CCIS interconnections either directly or through a third party, provided such third party is interconnected with GTE. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of ICG in transporting SS7 messages to and from GTE. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions

to its own end users². All CCIS parameters will be provided including CPN. All privacy indicators will be honored.

- 3.1.3 ICG may opt at any time to terminate to GTE some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via FGD or FGB Switched Access Services, subject to the rates, terms and conditions specified in GTE's standard intrastate access tariffs.
- 3.1.4 Neither Party shall terminate Switched Access over Local Interconnection Trunks.
- 3.1.5 ICG shall only deliver traffic over the Local Interconnection Trunk Groups to a GTE access tandem for those publicly dialable NPA NXX codes served by end offices that subtend the access tandem or to those wireless service providers connected to the access tandem. ICG may not route traffic to a GTE access tandem destined for an NXX which subtends another tandem.
- 3.1.6 So long as ICG is employing a single switching entity in a LATA which is serving NXX codes in that LATA, GTE will be allowed to deliver all traffic destined for ICG at any of the POIs in that LATA set forth in Appendix A attached. When ICG deploys a second switching element in a LATA which serves NXX codes in that LATA, GTE will immediately deliver traffic destined for ICG in accordance with the end office serving arrangements in the Local Exchange Routing Guide.

In no case shall GTE be required to deliver calls destined to terminate at a ICG end office via another LEC's or CLC's end office or tandem, except in the case of GTE end offices which subtend a tandem provided by another company.
- 3.1.7 Where ICG delivers over the Local Interconnection Trunk group miscellaneous non-local calls (i.e., time, weather, Mass Calling Codes) destined for GTE, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.1.8 N11 codes (i.e. 411, 611, 911) shall not be sent between ICG and GTE's network over the Local Interconnection Trunk Groups.
- 3.1.9 Alternate Billed Messages: Each Party agrees to provide the other Party billing, collecting and remitting services on alternate billed messages in accordance with accepted industry standards.

² *This Agreement does not relate to the purchase and sale of any such end user features or functions.*

- 3.1.9.1 Each Party will provide to the other the EMR standard formatted record for billing of messages to their end users. The records will be exchanged by way of the Party's CMDS host, the Collect And Third Numbers Settlement (CATS) arrangement or directly between the Parties via a tape or transmission.
- 3.1.9.2 Each Party agrees to remit to the other Party the revenue value of each alternate billed message less a billing and collection fee as reflected in Attachment C.
- 3.1.9.3 Unbillable messages will be the liability of the originating company. The billing company must return the unbillable messages to the originating company pursuant to CMDS and EMR standard guidelines.
- 3.1.9.4 Uncollectible messages will be the liability of the billing company.
- 3.1.10 Information Services Traffic.
 - 3.1.10.1 Routing. Each Party shall route IntraLATA traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the IntraLATA trunks.
 - 3.1.10.2 Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
 - 3.1.10.3 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
- 3.1.11 For the purpose of providing end-to-end ISDN capabilities between the customer of ICG and GTE, ICG will provide GTE an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities by the effective date of this Agreement, consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS ESF facilities, for the sole purpose of transmitting 64K CCC data calls between ICG and GTE. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or GTE internal customer demand for 64K CCC trunks.

3.1.12 The Parties agree to exchange traffic of third-parties other than IXCs between the Parties over the Local Interconnection Trunk Groups. This transit function is an arrangement whereby either Party may provide switching and transport to third party traffic through its tandem and then interchange that traffic with the other Party's connecting end office. The Parties recognize that traffic belongs to the originating Company. Neither Party shall identify transit traffic as that belonging to the Party providing the transit traffic service. Both Parties recognize the need to execute a separate agreement between the originating and terminating companies. The Party performing the transit switching shall identify the originating third Party for whom transit switching is provided to the terminating third Party. Upon request from the receiving Party and if technically feasible, the Party providing the transit switching shall block traffic from the designated third parties. The Parties also agree to provide the necessary record in an Electronic Message Record (EMR) format to facilitate billing between the receiving and originating parties.

3.1.13 The Parties will not charge each other for any call that they originate to any wireless provider NPA NXXs that are shown in the LERG as being resident in either a GTE or ICG access tandem or the wireless provider's Mobile Telephone Service Office ("MTSO") which directly subtend the access tandem. However, the Parties agree to renegotiate this arrangement for local exchange traffic from third party wireless service providers when such providers are granted authority to provide exchange service by the Commission or either the FCC or the Commission orders GTE to provide wireless interconnection with the compensation terms other than are currently set forth in GTE's existing wireless interconnection contracts.

3.2 Compensation for Call Termination

Notwithstanding the following, the Parties agree to further negotiate to amend this Agreement with regard to compensation for the termination of local calls (as described in this section) in accordance with any further and final FCC and/or Commission decision(s) regarding compensation for local and/or toll call termination between LECs and CLCs. The Parties agree to compensation for traffic interchange as set forth below.

3.2.1 The following compensation rates shall apply for the exchange of local traffic carried from ICG to GTE via GTE access tandems and traffic carried from GTE to ICG:

3.2.1.1 Mutual Compensation: Subject to section 3.2.1.2 of this Agreement, the Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and

made a part hereof. Charges for the transport and termination of intraLATA toll, optional EAS arrangements and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.1.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may request that mutual compensation commence pursuant to section 3.2.1.1 of this Agreement. Furthermore, regardless of the results of any traffic study or the request of or failure to request a traffic study by either or both Parties, either Party may terminate the Bill-and-Keep Arrangement established pursuant to this section with twelve months notice. Nothing in this section 3.2.1.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this section 3.2.1.2.

3.2.1.3 Transit Rate: When ICG uses a GTE access tandem to originate a call to a third party LEC, another CLC, a wireless service provider or another ICG end office, ICG shall compensate GTE in accordance with Appendix C attached to this Agreement and made a part hereof. GTE shall pay a transit rate in accordance with Appendix C attached to this Agreement when GTE originates a call and uses a ICG switch to get to a third party LEC, another CLC, a wireless service provider or another GTE access tandem. If ICG receives a call through GTE's access tandem that originates from another CLC, LEC, or wireless provider, ICG will not charge GTE any rate elements for this call, regardless of whether the call is local or toll. ICG will not route calls through GTE's access tandems to any other CLC, LEC or wireless provider with which GTE has not entered into an interconnection agreement. If such call are nonetheless so routed, GTE will not complete such calls.

3.2.5 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Sections V 3.2, above shall be charged by the Party originating the call rather than the Party terminating the call. In addition, the Parties shall negotiate and agree upon charges to compensate the

originating Party for performing the Automatic Message Accounting ("AMA") function and transferring AMA records to the other Party. The Party which performs the database dip shall charge the originating Party for that service and send the originating Party an AMA record such that the originating Party can bill the provider of the toll free service.

3.2.6 Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

3.2.7 Each Party will provide to the other, within 20 calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement) a usage report with the following information regarding traffic delivered over the Local Interconnection Trunk arrangements:

3.2.7.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) delivered to each other over the Local Interconnection Trunk Groups;

3.2.7.2 the PLU and;

3.2.7.3 The parties will bill each other on a monthly basis and will agree upon the appropriate PLU to apply during the initial three month period.

3.2.8 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

3.3 Compensation for Use of Facilities for Local Interconnection

The Parties agree to the following compensation for internetwork facilities, depending on facility type.

3.3.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ICG will charge flat rated transport to GTE for ICG facilities used by GTE. ICG will apply charges based on the lesser of; (i) the airline mileage from the POI

to the ICG switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

- 3.3.2 Virtual EIS: GTE will charge Virtual EIS rates from the applicable GTE tariff. ICG will charge GTE flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. ICG will apply charges based on the lesser of; (i) the airline mileage from the POI to the ICG switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
- 3.3.3 Physical Collocation. GTE shall provide to ICG physical collocation of equipment necessary for interconnection or for access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs. Provided however, nothing contained in this Agreement in any way affects ICG's right to challenge any provision of the tariff before an appropriate regulatory body pursuant to the procedures of that body.
- 3.3.4 Special Access. The facilities shall be provisioned using either GTE facilities or jointly owned facilities for the purpose of establishing the Local Interconnection Trunk Groups as agreed to by both Parties. If the special access facilities are solely provided by GTE, GTE will charge special access rates from the applicable GTE intrastate access tariff and ICG will charge GTE flat rated transport to reflect the proportionate share of the special access facility that is used for transport of traffic originated by GTE. Should the facilities be jointly provisioned ICG will be responsible for the cost of the special access facilities obtained from any third party. GTE will be responsible for the cost of the special access facilities within GTE's special access service area. The Parties may mutually agree to a different method of billing than described above.
- 3.3.5 If the Parties mutually agree on an interconnection facilities arrangement that is not contemplated by Paragraph 3.3.1, 3.3.2, 3.3.3 or 3.3.4 above, the Parties agree to negotiate a compensation arrangement for such facilities and to amend this Agreement accordingly.

4. Maintenance of Service

A Maintenance of service charge applies whenever either Party requests the dispatch of the other Party's personnel for purposes of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

- 4.1 No trouble is found in the interconnection trunks; or
- 4.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

- 4.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed Maintenance Limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service shall be categorized and billed pursuant to the terms of GTE's tariff, and ICG's applicable tariff.

5. End User Repair Call Referrals

- 5.1 In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with factual information in answering customer questions.

- 5.2 ICG and GTE will provide their respective numbers to one another.

6. Busy Line Verification and Interrupt

6.1 Description

6.1.1 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. ICG will use its best efforts to implement this service in the first quarter of 1997. Until ICG implements this service, GTE's operators will inform GTE's customers that the number requested cannot be verified.

6.1.2 BLV and BLVI inquiries between operator bureaus shall be routing using network-route access codes published in the LERG over separate trunks.

6.2 Compensation

Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective tariffs.

ARTICLE V
OPERATOR SERVICES, DIRECTORY ASSISTANCE
AND
WHITE PAGE LISTINGS

1. Confidentiality of White Page Listings: GTE will accord ICG directory listings information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to ICG customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. GTE will not use the directory listings information provided by ICG for the marketing of telecommunications services unless specifically authorized by ICG.

2. Directory Assistance (DA) and Operator Services. Where ICG is providing local service with its own switch, upon ICG's request GTE will provide to ICG GTE directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If ICG so requests directory assistance services and/or operator services, such contracts shall provide for the following:
 - 2.1 Directory Assistance Calls. GTE directory assistance centers shall provide number and addresses to ICG end users at GTE rates in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to ICG end users at GTE rates in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to ICG end users consistent with the service provided to GTE end users.

 - 2.2 Operator Services Calls. GTE operator services provided to ICG end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to ICG end users collect, person-to-person, station-to-station calling, third party billing, emergency call assistance, TLN calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE will not provide the ability to quote ICG rates. GTE will provide its existing services to ICG end users consistent with the service provided to GTE end users.

3. Directory Assistance Listings GTE shall accept listings for ICG end users in the same geographic area as GTE provides directory assistance for GTE end users. ICG agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE (*i.e.*, a separate feed from the LSR process), with such listings. Updating priority of GTE

directory assistance data base with ICG end user listings will occur consistent with updating with GTE end user listings.

4. Directory Listings and Directory Distribution. ICG and GTE shall execute a separate agreement between ICG and GTE (the "Directories Agreement" for any non-interim arrangement, however, for the term of this interim agreement GTE shall offer the following to ICG:
 - 4.1 Directory Listings (White Pages). ICG's end users' primary listings shall be included in the appropriate GTE white pages directory at no charge to ICG or ICG's end users. Foreign listings will be charged to ICG at tariffed or mandated discount rates.
 - 4.2 Directory Listings (Yellow Pages). ICG's business end users' listings also will receive a single standard listing in all appropriate GTE "yellow pages" or classified directories under the classified heading that most accurately reflects the nature of the end user's business at no charge to ICG or ICG's business end users for this listing. GTE will supply ICG with a list of authorized classified headings. ICG agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE, with a classified heading assignment for each ICG end user who wishes to receive this listing.
 - 4.3 Listing Information. ICG agrees to supply GTE, on a regularly scheduled basis and in the format utilized by GTE, all listing information for ICG end users who wish to be listed in the white pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code) and telephone numbers. GTE shall employ the listing information for the production of GTE-published white and yellow page directories and for other reasonable purposes. Listing inclusion in a given directory will be in accordance with directory configuration, scope, and schedules established by GTE.
 - 4.4 Directory Distributions GTE will not charge ICG or ICG's end users for annual distribution of directories. GTE will charge ICG for secondary distribution of directories, including distribution to new ICG end users, at the same rate GTE is charged for such secondary distribution. Currently, GTE is charged \$2.49 per directory volume for secondary distribution. ICG will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.
 - 4.5 Critical Customer Contact Information GTE will list in the information pages of the appropriate white pages directories ICG's critical customer contact numbers (*i.e.*, business office, repair service, billing) at no charge to ICG in accordance with the terms and conditions in the Directories Agreement. GTE shall list Competitive Local Exchange Carrier critical customer contact information on an alphabetical basis.

ARTICLE VI
RESPONSIBILITIES OF THE PARTIES

1. ICG and GTE agree to exchange such reports and/or data as provided in this Agreement in Article V 3.2.5 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited.

Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Article V 3.2, above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party.

2. ICG and GTE will review engineering requirements on a quarterly basis and establish forecasts for trunk and facilities utilization (in accordance with XI of this Agreement). GTE and ICG will work together to begin providing these forecasts by the effective date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either GTE or ICG.
3. ICG and GTE shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all meet-point trunks and trunk groups and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
4. ICG and GTE shall:
 - 4.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians on the installation and maintenance of the trunk and trunk groups.
 - 4.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 - 4.4 Perform sectionalization to determine if trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

- 4.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 4.6 Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.
- 4.7 Provide to each other test-line numbers and access to test lines.

5. Bilateral Procedure

The Parties shall jointly review and implement a bilateral procedure regarding technical and operational interfaces. The Parties will use their best good-faith efforts to finalize such procedure within 90 days of the effective date of this Agreement.

6. ICG and GTE will provide their respective billing contact numbers to one another.

ARTICLE VII
TRUNK FORECASTING

1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
 - 1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection Trunks and meet point trunks) for a minimum of three (current and plus-1 and plus-2) years;
 - 1.2 The use of Common Language Location Identifier (CLLI) and Common Language Codes (CLCI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
 - 1.3 A description of major network projects anticipated for the following six months.
2. If differences in semi-annual forecasts of the Parties vary by more than twenty-four (24) trunks, or ten percent of previous equivalent trunk forecast, the Parties shall meet to attempt to reconcile the forecast to within these parameters. If the Parties are unable to reach such reconciliation, the Local Interconnection Trunk groups will be provisioned to the higher forecast.
3. If a trunk group is under 75 percent of CCS capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Article VIII below shall be maintained.
4. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
5. The Parties agree to mutually evaluate the deployment and use of diverse routes for the purpose of network survivability.

ARTICLE VIII
GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between an ICG end office and a GTE access tandem carrying meet- point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

ARTICLE IX
TRUNK SERVICING

1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
2. As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. GTE will sent ICG a Trunk Group Service Request ("TGSR") to trigger changes GTE desires to the Local Interconnection Trunk Groups based on GTE's capacity assessment. ICG will issue an ASR to GTE:
 - 2.1 Within 10 business days after receipt of the TGSR, upon review of and in response to GTE's TGSR, or
 - 2.2 At any time as a result of ICG's own capacity management assessment, to begin the provisioning process.
3. Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
4. ICG will be responsible for engineering its network on its side of the POI. GTE will be responsible for engineering the POI and its network on its side of the POI.
5. The Parties recognize their joint responsibility for efficient local interconnection trunk routing to Tandem and End Offices, and agree to use the following criteria to help determine when direct End Office local interconnection trunks should be established:
 - 5.1 Primary high usage trunk groups will be established between End Offices when the traffic offered to a specific End Office exceeds 355 centum call seconds. Parties may agree to establish high usage trunks at a lower threshold level.
 - 5.2 Primary high usage trunk groups will be engineered using an economic centum call second standard of 15.
 - 5.3 Modular trunking will be used with the module size of 24 trunks.

ARTICLE X
TROUBLE REPORTS

ICG and GTE will cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

ARTICLE XI
NETWORK MANAGEMENT

1. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure overload. ICG and GTE will immediately notify each other of any protective control action planned or executed.

2. Expansive Controls

Where the capability exists originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3. Mass Calling

ICG and GTE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

4. Separate Trunk Groups for High Usage Customers

ICG and GTE shall cooperate to establish separate trunk groups for the completion of calls to telephone numbers assigned to high usage customers such as Internet service providers.

ARTICLE XII
SERVICE PROVIDER NUMBER PORTABILITY

Each Party shall provide the other Party with service provider number portability for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide its Service Provider Number Portability Service (“SPNP”) to ICG using remote call forwarding (“RCF”). The GTE rates for SPNP service using RCF are set out in Appendix C attached to this Agreement and made a part hereof. If ICG wishes to use Direct Inward Dialing (“DID”) to provide SPNP to its end users, ICG may purchase DID service from GTE at GTE’s retail tariff rates or GTE’s market wholesale rate if available. ICG shall provide SPNP service to GTE in the manner and at the rates specified for ICG in Appendix C.

INTERCONNECTION AGREEMENT

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE South , INCORPORATED ICG Telecom Group, Inc.

By

By

Name Gary R. Osborne

Name Gary D. Bunjer

Title State Director External Affairs

Title Executive Vice President Corporate
Operations

Date

Date January 10, 1997

APPENDIX A
SERVICE MATRIX

<u>ICG Service Location</u> <u>(by tandem</u> <u>serving area)</u>	<u>GTE</u> <u>Facility</u>	<u>LATA</u>	<u>POI (Identified by</u> <u>CLLI code)</u>
LSVLKY1801T	EZTWKYXA05T	462	TBD*
	ASLDKYXA03T	462	TBD*
	LXTNKYXA08T	466	TBD*
	MRHDKYXA02T	466	TBD*
	SMRTKYXA02T	466	TBD*

* POI and Facility to be mutually agreed to by GTE and ICG.

Compensation for Local Traffic that is routed to a GTE end offices that homes off of a third party tandem (“Indirect Local Traffic”) shall be treated in the same manner as if that GTE end office homed off of a GTE tandem. It is expected that the transit tandem provider shall provide the appropriate AMA call records.

APPENDIX B
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes the operations support systems that GTE will use and the related functions that are available in the short term to ICG for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements. .1 Operations Support Systems for Trunk-Side Interconnection
 - 1.1.1 ICG will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by ICG over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to ICG. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.
 - 1.1.2 The use of CAMS to support ICG's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NAOC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to ICG. ICG then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill ICG for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
 - 1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for ICG. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone

Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to ICG. GTE's CZTs also will contact ICG directly to perform testing, and upon acceptance by ICG, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to ICG. The billing process under CABS requires coordination with several other systems.

- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to ICG.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 ICG will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, ICG will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.
- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to ICG or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to ICG must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and ALEC data. If known, the LSR should include the telephone number and due date/desired due date.

- 1.2.3 While ICG would have its own customer information and the SAG/GTE products on tape from GTE, ICG would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to ICG. GTE itself does not have uniform access to this information electronically. Until there is agreement on electronic interfaces, ICG has agreed that an 800 number is the method that will be used. The 800 telephone number will connect ICG directly to GTE's NOMC service representatives. When ICG receives a request for basic services from a new local service customer, ICG will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, ICG will give GTE the new customer's name, service address and type of requested service (*i.e.*, R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until ICG sends the confirming LSR. ICG will then return to its customer holding on the line and provide the due date and new telephone number.
- 1.2.4 After concluding the telephone call with the new customer, ICG will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to ICG through the NDM that the LSR has been processed, providing a record of the telephone number and due date. ICG will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If ICG fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify ICG of the change.
- 1.2.5 Number assignments and due date schedules for services other than single line service will be assigned within approximately twenty-four (24) hours after GTE's receipt of the LSR using the standard Firm Order Confirmation ("FOC") report sent electronically to ICG over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group, for which the pilot number will be provided via the 800 number process. The other numbers then will be provided through the normal electronic confirmation process.
- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with ICG on a real time interface to process vanity numbers while ICG's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with ICG representatives off line as GTE would for its

own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.

- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for ICG and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE account. In GTE's system, GTE's account is called the Residual Account and ICG's account is referred to as the ALEC Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.
- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to ICG a service completion report. Call records for actual service provided to ICG's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to ICG for resold services and unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (incollect usage data will be provided on rated basis) on ICG's accounts will be generated and transmitted electronically to ICG. CBSS is the same system that generates GTE's own end user bill for GTE local and residual services. GTE will provide mechanized bills in EDI format, using industry standard EMR. Appropriate detailed edits and error correction, as required, will be performed.
- 1.2.10 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.11 GTE accepts ICG's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.

- 1.2.12 Usage interface testing will be used between GTE and ICG. GTE agrees to transmit test files via CONNECT: Direct. Periodic review of control procedures will be performed.
- 1.2.13 GTE will retain data backup for 45 days. ICG shall reimburse GTE for all expenses related to this retention.
- 1.2.14 GTE and ICG will establish a team to develop a mutually agreeable level of bill certification for local resale. GTE will work to facilitate that accurate bills will be rendered. Contingent on a mutually agreeable level of Bill Certification for local resale, GTE will participate in an annual supplier quality certification review.
- 1.2.15 In addition to the LSR delivery process, ICG will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE's Data Center over the NDM. GTE will sort the data containing this information and process it to GTE's directory publication company and its directory assistance bureaus.
- 1.2.16 Charges and credits for PIC changes will appear on the wholesale bill. As ICG places a request for a PIC change via LSR, the billing will be made on ICG account associated with each individual end user. Detail is provided so that ICG can identify the specific charges for rebilling to their end user.
- 1.2.17 GTE will provide a displacement/out service report to ICG whenever an end user leaves ICG and procures service from another Local Service Provider ("LSP"). GTE will provide notification to ICG of ICG end user changes in long distance carriers through the normal outPIC process.
- 1.3 Standards for Service Ordering, Provisioning and Billing. GTE will provide the services described in sections 1.1 and 1.2 in a non-discriminatory manner. With respect to ICG end users, GTE shall adhere to the same quality standards applicable to GTE's end users.

Maintenance Systems.

2.1 General Overview

- 2.1.1 The maintenance operations support systems which GTE will use for ICG are essentially the same as those GTE uses to provide its own local repair service. If ICG requires maintenance for its local service customers, ICG will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is an ICG customer and will then obtain the necessary information from ICG to process the trouble report. While the ICG representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while ICG representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide ICG representatives a commitment time for repair and a trouble ticket number, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. ICG's repair service commitment times will be within the same intervals as GTE provides to its own end users.
- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide the ICG representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all ICG trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to ICG becomes in jeopardy, GTE service representatives will contact ICG by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared ICG trouble reports, GTE service technicians will make a telephone call to ICG directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by ICG. If ICG is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, ICG may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will not provide to ICG "on-line" access to GTE's maintenance support systems to "status" trouble tickets and close them except by special request on a per event basis. GTE will not provide to ICG real time testing capability on ICG end user

services. GTE will not provide to ICG an interface for network surveillance (performance monitoring).

- 2.1.6 GTE will resolve repair requests by or for ICG local service customers using GTE's existing repair system in parity with repair requests by GTE end users. GTE will respond to service requests for ICG using the same time parameters and procedures that GTE uses. ICG then would call GTE's Customer Care Center or SSCC while the customers were on hold.
3. Electronic Bonding. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards. ICG shall compensate GTE for the full costs, including but not limited to design, development, testing, implementation and deployment, for access to GTE operational support system functions.

APPENDIX C
RATES - COMPENSATION
Kentucky

LOCAL TERMINATION	<u>GTE</u>	
	\$0.0143191	/MOU
TANDEM SWITCHING	\$0.0015633	/MOU
SERVICE PROVIDER NUMBER PORTABILITY		
Per Number Ported	\$ 3.90	Monthly
Per Additional Path	\$ 2.60	Monthly

Note: The SPNP has an NRC of \$10.50 which is associated with a single customer order. An order may contain more than one ported number.